

**SERIAL 06104 S      DOCUMENT REDACTION (NIGP 92007)**

**DATE OF LAST REVISION: January 18, 2007      CONTRACT END DATE: June 30, 2007**

**CONTRACT PERIOD THROUGH JUNE 30, 2007**

TO:                All Departments  
FROM:            Department of Materials Management  
SUBJECT:        Contract for **DOCUMENT REDACTION (NIGP 92007)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 06, 2006 Eff. 01/01/07.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

DL/mm  
Attach

Copy to:        Clerk of the Board  
                  Barbara Frerichs, Recorder's Office  
                  Mirheta Muslic, Materials Management

**INVITATION FOR BID FOR: DOCUMENT REDACTION**

**1.0 INTENT/BACKGROUND:**

The mission of the Maricopa County Recorder's Office (Recorder's) is to maintain a perpetual, comprehensive set of public records consisting of all documents appropriately presented for recording; make the public records easily accessible for viewing by any member of the public; and delegate voter registration and election responsibility to the Elections Department, while maintaining strong leadership and administrative roles.

The Recorder's Office currently has records available for viewing on the Internet, dated from September 1991 to present. In addition, records, dated from 1871 to August 1991 will be available on the Internet in the future. Documents are available in their entirety for viewing. Some of these documents include social security numbers.

Due to the rise in identity theft in Arizona, the Recorder has taken the position that social security numbers should be removed from documents that are available on the Internet.

The Recorder's Office seeks bids to redact social security numbers from documents that are available on the Internet. There are approximately 82,331,020 images that need to be examined to determine if a social security number(s) is present on that image. Once the social security number is located, that information must be redacted. The redacted image will then be made available on the Internet at a future date.

**2.0 SPECIFICATIONS:**

**2.1 TECHNICAL REQUIREMENTS:**

2.1.1 The Contractor shall complete services under this Contract within six (6) months of notice of award or notice to proceed.

2.1.1.1 Contractor must review a minimum of 13,721,836 images a month and the specified information redacted in order to meet the project completion time. Respondent shall submit a detailed project plan to accommodate this time frame as part of its bid.

2.1.2 Social security number(s) is only the information to be redacted.

2.1.3 All images will be delivered and must be returned in a multi-page Group 4 tiff format 300 by 300 dpi.

2.1.4 Subcontractors **shall not** be used in performing services under this Contract.

2.1.5 This entire project must be performed onshore in a secure facility. No work is to be performed outside of the continental United States.

2.1.6 The production facility must meet specific security and safety standards as outlined below:

2.1.6.1 All Employees must wear identification badges (including employees' picture and name) at all times.

2.1.6.2 Visitors must register before entering facility.

2.1.6.3 Facility must have 24 x 7 manned security, including additional security safeguards within the production area.

2.1.6.4 No general access should be allowed in the production area.

- 2.1.6.5 Facility must have safeguards in place in case of a disaster (natural or otherwise).
- 2.1.6.6 Facility must have a climate controlled ANSI(American National Standard Institute) standard 125/2 vault in which non-production materials are stored. To provide the highest level of protection possible, vaults must be supervised during working hours, and access must be limited to authorized personnel. Vaults shall not be used as working spaces.
- 2.1.6.7 Facility must meet the National Fire Protection Association (NFPA) 232 standards..
- 2.1.6.8 Facility must have a backup and disaster recovery plan.
- 2.1.7 Redacting of data must be performed manually by an employee. Automated software redacting data **is not** permitted.
- 2.1.8 A second review of the image is mandatory and must be performed manually by an employee to ensure the correct data was redacted. Automated software for QA **is not** permitted.
- 2.1.9 The Contractor shall provide a warranty for the accuracy of the redacted data on the images for 5 years from completion of Contract period. Should the County find issue with any redacted data on the image(s) within this warranty period, the Contractor shall resubmit the image(s) with the correct redacted data.
- 2.1.10 The Contractor will hold the backup of all images for the length of the 5 year warranty period or until the County requests destruction at no extra charge to the County. Please provide the name and address of your offsite Vendor.
- 2.1.11 All products developed under this contract shall belong to the Maricopa County Recorder including the proprietary rights therein. The Contractor shall return to the Maricopa County Recorder all original materials supplied. If the materials are damaged during return shipment, at the Contractor facility or the Contractor damages an item during the redaction process, the Contractor shall be liable for the cost of restoring a usable copy.
- 2.1.12 The Contractor will provide the County with a day forward solution for automated redaction at no cost to the County.
- 2.1.13 The Contractor providing the redaction services must be the same Contractor that owns and maintains the day forward product.
- 2.1.14 The day forward redaction workflow product must be capable of manual (Assisted Redaction) and automatic (Auto Redaction).
- 2.1.15 The day forward redaction product must include all imaging and user interface toolkits/capabilities to perform accurate and efficient redactions.
- 2.1.16 The day forward product must have capabilities that will automatically highlight cues or keywords that are specific to a document type to allow the user to easily perform the redaction.
- 2.1.17 The Contractor must provide integration with the County's existing Recorder's Document Information System which is written in .Net. for this day forward auto redaction solution.

**2.2 PROJECT MANAGEMENT:**

- 2.2.1 The Project Manager in conjunction with the Recorder's Office, will manage and coordinate services under this Contract while the Contractor's Project Manager shall perform a similar function for the Contractor. The Recorder's Office Project Manager and the Contractor's Project Manager will serve as the principal points of communication between the two organizations. The objectives of the project management approach are: to ensure detailed forward planning for work breakdown and schedules at the task level, facilitate communication to maintain an efficient schedule, to report contract performance on an accurate and objective basis and to identify any problems or issues which may arise during performance of this project as early as possible.
- 2.2.2 Meetings with the Recorder's Office Project Manager may be required to discuss the task, as necessary, throughout the Contract period.

**2.3 CONTRACTOR QUALIFICATIONS AND REQUIRED SUBMITTALS:**

- 2.3.1 Contractor must have a good knowledge of real estate related transactions. Contractor shall submit, on letterhead, a statement of qualification including how many years its firm has been in this business and what major accounts have been serviced.
- 2.3.2 Contractor must be able to demonstrate that the facility, resources and employees are in place and ready to begin performance upon award of a Contract. Contractor shall provide a schematic of the facility to be used along with an organizational chart intended for this Contract.
- 2.3.3 Contractor shall submit the following as part of its bid:
  - 2.3.3.1 A written description of its security program.
  - 2.3.3.2 A copy of its disaster preparedness program.
  - 2.3.3.3 Written evidence of meeting NFPA 232 standards.
  - 2.3.3.4 Description of its vault.
  - 2.3.3.5 A copy of its backup and disaster recover plan(s).
  - 2.3.3.6 Audited financial statements covering the past two (2) years.
  - 2.3.3.7 A detailed description of their project management methodologies and client engagement process.
  - 2.3.3.8 As part of the County's due diligence, these requirements will be verified by the Recorder's Office via a formal inspection after bid submittals and prior to award of a contract.

**2.4 ACCEPTANCE:**

- 2.4.1 Accuracy rates of 99.95% must be guaranteed. The County will perform periodic test samples to ensure that these accuracy rates are being met. Periodic site visits may occur to ensure that these processes are being met.
- 2.4.2 Upon successful completion of the performance period, the redaction service shall be deemed accepted. All documentation shall be completed prior to final acceptance.

**2.5 INVOICES AND PAYMENTS:**

2.5.1 Payments will be granted to the Contractor upon delivery of images on required removable hard drives.

2.5.2 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.5.3 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.5.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**2.6 TAX:**

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

**2.7 DELIVERY:**

2.7.1 Delivery of the redacted images shall be made on transportable hard disk drives compatible with Microsoft Windows 2000/XP NTFS file system. Each drive shall be labeled with the beginning and ending recording number, the date completed and the indicator Maricopa County Recorder redacted images.

2.7.2 It shall be the Contractor's responsibility to meet the proposed delivery requirement of six (6) months from date of award of contract. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.8 OPTION TO PURCHASE AUTO-INDEXING SOFTWARE:

- 2.8.1 The Recorder's Office would like the option to purchase auto indexing software. This option to purchase would be dependent upon whether the auto indexing solution would have the ability to automatically index the majority of the recorded documents with an accuracy level that would be acceptable to the Maricopa County Recorder.
- 2.8.2 An acceptance test would be defined after this Contract is awarded.
- 2.8.3 The Contractor that would provide the auto indexing software must be the same Contractor who provides the redaction software. The Contractor must own and maintain this software.
- 2.8.4 Third party contractors **will not** be permitted.
- 2.8.5 The software must have the ability to automatically adapt to changing document formats including the following:
  - 2.8.5.1 Location of index information on the page;
  - 2.8.5.2 Context – Patterns of the words around the information to be extracted; and
  - 2.8.5.3 Location of the index information in the document.
- 2.8.6 The software must have the ability to extract party names and other information based on keywords, content or location as appropriate to the document type and format.
- 2.8.7 The software must be able to be integrated with the current Recorder's Document Information System.
- 2.8.8 The Contractor would receive a large sample of the recorded documents from the Recorder's Office for testing.
- 2.8.9 The Contractor must run the auto indexing software on all, or some of these documents and present the results to the Recorder's Office for evaluation.
- 2.8.10 A minimum of 1,000,000 documents would need to be tested with the auto indexing software so as to ensure a quality sample.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a six (6) month period.

3.2 OPTION TO EXTEND:

The County may, at their sole discretion, extend the contract on a month-to month-bases for a maximum of six (6) months after expiration.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings,

relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

### **3.4 INSURANCE REQUIREMENTS**

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

3.4.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.4.2 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.4.3 Certificates of Insurance.

3.4.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **Contractor's** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **County** fifteen (15) days prior to the expiration date.

3.4.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.



**3.6 ESTIMATED QUANTITIES.**

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

**3.7 ORDERING AUTHORITY.**

3.7.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.7.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.7.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

**3.8 INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: CONTRACT ADMINISTRATION  
320 West Lincoln Street  
Phoenix, Arizona 85003

Administrative telephone inquiries shall be addressed to:

David LaFond, Procurement Officer, 602-506-3248  
(lafondd@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

**3.9 EVALUATION CRITERIA.**

3.9.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.9.1.1 Compliance with specifications.

3.9.1.2 Price.

3.9.1.3 Determination of Responsibility.

3.9.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.10 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

**Respondents shall provide one (1) original hardcopy (labeled), three (3) hardcopy copies and one (1) electronic copy that includes pricing, on CD.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.12 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

3.12.1 **Mandatory:** One (1) original hardcopy (labeled), two (2) hardcopy copies of Catalogs and/or Price Lists and one (1) electronic copy of pricing on a CD;

3.12.2 **Mandatory:** Attachment "A", Pricing;

3.12.3 **Mandatory:** Attachment "B", Agreement; and

3.12.4 **Mandatory:** Attachment "C", References.

3.12.5 **Mandatory:** Information required by 2.3 Contractor Qualifications and Required submittals.

3.13 POST AWARD MEETING:

The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**AMCAD, 15867 N. MOUNTAIN ROAD, BROADWAY, VA 22815**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NOACCEPT PROCUREMENT CARD: ☐ YES ☒ NOREBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ %  
REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO**1.0 PRICING:**

	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
1.1 Per image to redact social security number	82,331,020	<u>\$0.0592</u> <del>\$.059</del>	<u>\$4,875,655.00</u> <del>\$4,857,530.00</del>
1.2 Option to purchase auto-indexing software	1	<u>No Up Front Cost**</u>	

\*\*Note – AmCad will only charge an MA agreement after agreed upon metrics for auto-indexing have been met. Please see proposal below.

**Auto-Indexing Pricing Proposal**

Auto-Indexing Maintenance per year Only after Agreed upon Metrics are Met: \$95,000 per year.

Included is up to \$20,000 in AmCad supplied hardware to support the new auto-indexing module. This again enhances the no risk/no investment proposition to Maricopa County.

We have included the day-forward Auto-Redaction module with the price of this proposal.

As outlined in our proposal, AmCad offers a risk-free partnership for the Maricopa County Recorder of Deeds Auto-Indexing project. Normally, the County would have to commit hundreds of thousands of dollars prior to any implementation or go-live of a product with no guarantees of success or satisfaction. AmCad is proposing a risk-free investment of a state-of-the-art solution, pre-tested on your documents and fully integrated into the Recorder of Deeds workflow. The AmCad proposal not only insures the County only pays for a product that provides immediate benefit to the Recorder's Office, but when pro-rated over the length of the agreement, it saves your Office hundreds of thousands of dollars in customization, training, configuration and upgrades over the course of your maintenance agreement.

Please find below an overview of what is included in the Maintenance Agreement we are proposing for the Maricopa County Recorder of Deeds:

- An unrestricted license to use the auto-indexing application in the Recorder's Office with no additional fees;
- The automated indexing will utilize Pattern Recognition algorithms and will recognize the parties and/or Legal description for three (3), mutually agreed upon with County, document types, which are their highest volume, using documents submitted by the five (5) most frequent submitters of the Recorder's office. The total number of "templates" that will be supported with the standard Auto indexing product will be 3 Document Types \* 5 submitters = 15 templates.
- Complete maintenance and support if there are operational or training issues;

**AMCAD, 15867 N. MOUNTAIN ROAD, BROADWAY, VA 22815**

- All updates to the product at no additional cost.
- All legislative changes that may affect the working of the product.
- All of the above holds true as long as we have an active maintenance agreement in place.

PRICING SHEET: B0700207/NIGP 92007

Terms:	NET 30
Vendor Number:	W000000481 X
Telephone Number:	540/896-9952
Fax Number:	540/896-7640
Contact Person:	Ryan Schoenfeld
E-mail Address:	<a href="mailto:rschoengeld@amcad.com">rschoengeld@amcad.com</a>
Company Web Site:	<a href="http://www.amcad.com">www.amcad.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>June 30, 2007.</b>